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RECORDATION FORM
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Milwaukee Bucks, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>JPMorgan Chase Bank, as Collateral Agent</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>270 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>NY</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Grant of Security Interest</p> <p>Execution Date: <u>06/26/2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) PLEASE SEE ATTACHED.</p>	<p>B. Trademark Registration No.(s) PLEASE SEE ATTACHED.</p>
<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Penelope Agodoa</u> Internal Address: <u>Federal Research Corporation</u> _____ _____ Street Address: <u>1030 15th Street, NW</u> <u>Suite 920</u> City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u></p>	<p>6. Total number of applications and registrations involved: 32</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>815⁰⁰</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Oghale Jituboh Oghale Jituboh 07/02/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/08/2003 6TON11 00000078 905299

01 FC:8521 40.00 OP
02 FC:8522 775.00 OP

TRADEMARK
REEL: 002771 FRAME: 0677

SCHEDULE 1

see attached

TRADEMARKS/TRADE NAMES OWNED BY
MILWAUKEE BUCKS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Bucks (Word Mark)	905,299	12/29/1970
Milwaukee Bucks and Design (1968-1978)	1,621,339	11/6/1990
Milwaukee Bucks (Word Mark)	1,871,656	1/3/1995
Milwaukee Bucks (Word Mark)	1,872,634	1/10/1995
Milwaukee Bucks and Design (1993-Present)	1,899,987	6/13/1995
Milwaukee Bucks and Design (1993-Present)	1,904,968	7/11/1995
Milwaukee Bucks and Design (1993-Present)	1,905,157	7/11/1995
Milwaukee Bucks and Design (1993-Present)	1,918,871	9/12/1995
Bucks Head Design (1993-Present)	2,095,423	9/9/1997
Buck Head in Triangle Design (Secondary Logo)	2,101,745	9/30/1997
Milwaukee Bucks 30th Anniversary Design	2,243,598	5/4/1999
Milwaukee Bucks 30th Anniversary Design	2,254,242	6/15/1999
Milwaukee Bucks 30th Anniversary Design	2,289,331	10/26/1999
Milwaukee Bucks 30th Anniversary Design	2,296,540	11/30/1999
Milwaukee Bucks and Design (1993-Present)	2,322,826	2/29/2000
Milwaukee Bucks 30th Anniversary Design	2,373,252	8/1/2000
Milwaukee Bucks and Design (1993-Present)	2,436,666	5/2/2000
Bango's Kids Club and Design	2,585,752	6/25/2002
Milwaukee Bucks and Design (1993-Present)	2,634,240	10/15/2002
Milwaukee Bucks and Design (1993-Present)	2,634,241	10/15/2002
Milwaukee Bucks and Design (1993-Present)	2,638,464	10/22/2002
B and Design	2,648,909	11/12/2002

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U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>
Bango's Kids Club and Design	75/639148	2/9/1999
Antlers and Triangle - Secondary Logo	76/246431	4/25/2001
Antlers and Triangle - Secondary Logo	76/246438	4/25/2001
Antlers and Triangle - Secondary Logo	76/246439	4/25/2001
Antlers and Triangle - Secondary Logo	76/246767	4/25/2001
Antlers and Triangle - Secondary Logo	76/246768	4/25/2001
Antlers and Triangle - Secondary Logo	76/246769	4/25/2001
Antlers and Triangle - Secondary Logo	76/246770	4/25/2001
Antlers and Triangle - Secondary Logo	76/246771	4/25/2001
Antlers and Triangle - Secondary Logo	76/246772	4/25/2001

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STATE TRADEMARK REGISTRATIONS

VIRGINIA

<u>MARK</u>		<u>REG. NO.</u>	<u>REG. DATE</u>
Milwaukee Bucks and Design	1993-Present	3454	8/29/1996
Milwaukee Bucks and Design	1993-Present	3457	8/29/1996

SOUTH CAROLINA

<u>MARK</u>		<u>REG. NO.</u>	<u>REG. DATE</u>
Milwaukee Bucks and Design	1993-Present	SC010049	10/14/1997

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, Milwaukee Bucks, Inc., a corporation duly organized and validly existing under the laws of the State of Wisconsin, (the "Grantor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule I, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into that certain security agreement dated May 5, 2003 (the "Security Agreement") with JPMorgan Chase Bank, a New York banking corporation, as collateral agent for the Secured Parties thereunder (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"); and


WHEREAS, pursuant to the Security Agreement, the Grantor has pledged to the Collateral Agent, for the ratable benefit of the Secured Parties, and has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest, in all of its right, title and interest in or to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all United States registrations and recordings thereof, and all United States registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby (collectively, the "Collateral") as security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in or to the Trademarks, subject to the terms and conditions of the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral (including the Trademarks) are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized on this 26th day of June, 2003.

MILWAUKEE BUCKS, INC.,

By: 

Name:

Title: Michael L. Burr, Treasurer